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May 12, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012

44 MAY 12, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF PUBLIC HEALTH AND THE SOUTHERN CALIFORNIA EDISON
COMPANY TO PROVIDE COORDINATED DISPENSING OF MEDICATION DURING
A MAJOR PUBLIC HEALTH EMERGENCY AND RELATED ACTIONS
(All Districts) (3 Votes)**

SUBJECT

Request approval of a memorandum of understanding between the Department of Public Health and the Southern California Edison Company to provide for a coordinated effort for dispensing medication to Southern California Edison Company employees and their immediate families in order to permit Southern California Edison Company to retain operational capability during a major public health emergency.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and delegate authority to the Director of the Department of Public Health (DPH), or his designee, to execute the attached memorandum of understanding (MOU) (Exhibit I) between DPH and the Southern California Edison Company (SCE) to provide a coordinated effort to dispense medication to SCE employees and their immediate families to ensure that SCE's critical infrastructure capacity continues to operate during a major public health emergency.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

Board approval of this action will provide a framework by which DPH and SCE can work together during a major public health emergency to protect the health and welfare of the public, while maintaining the functioning of the critical infrastructure that SCE provides.

The Director of DPH has the authority to execute non-binding MOUs which do not include modifications to standard County provisions and/or mutual indemnification provisions. Under this authority, DPH has executed MOUs with Premier Pharmacy Services, Mike Campbell and Associates, Ltd., and ModernHealth Inc.. Under these MOUs, Premier Pharmacy Services and ModernHealth Inc. are responsible for delivering medications to nursing homes, assisted living facilities, and private homes with homebound individuals and Mike Campbell and Associates, Ltd. is responsible for the transportation and delivery of medication to pre-identified locations in Los Angeles County during a major bioterrorism/public health emergency in Los Angeles County.

At the request of SCE, the proposed MOU contains a mutual indemnification provision and as a result, requires your Board's approval. The mutual indemnification provision requires the County to indemnify and defend SCE for claims that arise from the County's negligent act or omissions with regard to performance of this MOU. SCE will similarly indemnify and defend the County for negligent acts or omissions of its employees.

DPH is responsible for dispensing the assets of the Strategic National Stockpile (SNS) and other relevant medication to residents of Los Angeles County (County) in case of a bio-terrorism attack, infectious disease outbreak, and/or other major public health emergency. In order to accomplish this goal, DPH plans to set up well over one hundred points of dispensing (PODs) sites at various locations throughout the County, which will be responsible for the distribution of necessary medication to the community.

DPH recognizes that SCE is a very important component of the County's critical infrastructure and the ability of SCE to continue operations during a public health emergency is of significant concern to both SCE and DPH. SCE provides essential services that if interrupted or disabled would negatively impact the community and the County's ability to successfully respond to and recover from a public health emergency. The proposed MOU outlines the policies and procedures to be followed in the event that a major, countywide public health emergency is declared and DPH determines that it is in the public's interest to provide prophylaxis medications or vaccines directly to SCE for the purpose of dispensing to its employees and their immediate families. The provisions of the agreement provide the necessary details and training components to

enable DPH and SCE to work together and plan to dispense medications to SCE employees during a major public health emergency.

At the discretion of the Director of DPH (and only in the event that DPH determines that such action would be in the best interest of the public), SCE employees would be eligible to receive medication or vaccines in a more efficient manner than providing medication or vaccines at public PODs, thereby improving the likelihood that SCE will be able to maintain its critical infrastructure operations during an emergency. This agreement is a very important step in establishing a meaningful partnership with SCE and ensures that both SCE and DPH have a plan of action on how to efficiently interact during an emergency. Furthermore, this MOU will enable DPH to determine when to implement the outlined policies and procedures based on the best interest of the County.

Implementation of Strategic Plan Goals

This action supports Goal 1, Operational Effectiveness, Goal 2, Children, Family, and Adult Well-Being, Goal 3, Community and Municipal Services, Goal 4, Health and Mental Health, and Goal 5, Public Safety of the County Strategic Plan. Through approval of this action, the effectiveness of the County's operations will be enhanced, and the County will be able to further ensure the safety and security of our community resources for its residents and businesses.

FISCAL IMPACT / FINANCING

Your Board's approval of this MOU between DPH and SCE will have no fiscal impact.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

The MOU would only obligate the County to a course of action if the Director, in his sole discretion, decides to implement the provisions of the MOU. The MOU provides an outline of the basic framework by which DPH would provide medication to SCE for the dispensing of medications to its employees and their immediate families during a major public health emergency. Such an agreement will ensure that medications are dispensed in compliance with DPH policies and procedures and as efficiently as possible.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will provide a plan for both DPH and SCE to work cooperatively and collaboratively in response to a major public health emergency in Los

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Angeles County to protect the health and welfare of the public, while maintaining the functionality of the critical infrastructure that SCE provides.

CONCLUSION

When approved, DPH requires four signed copies of your Board's action.

Respectfully submitted,



Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

JEF:sr

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Memorandum of Understanding
Between
County of Los Angeles Department of Public Health
and
Southern California Edison Company

1. Declaration

This Memorandum of Understanding (“MOU”) is entered into between the County of Los Angeles Department of Public Health (hereafter “DPH”) and the Southern California Edison Company (hereafter “SCE”).

2. Preamble

The purpose of this MOU is to provide a framework for both the DPH and SCE to work cooperatively and collaboratively in response to a major public health emergency in Los Angeles County to protect the health and welfare of the public, while maintaining the functioning of the critical infrastructure that SCE provides. It is understood that by deploying the resources of the respective agencies in a coordinated response, not only will the public be better served, but each agency can thereby more effectively perform its respective mission.

It is also understood that the parties anticipate that this MOU would be activated only in the event of a major public health emergency accompanied by a declaration of a local, State, and/or federal disaster or emergency.

This MOU also recognizes that SCE is both a major employer within the DPH's jurisdiction and a component of Los Angeles County's critical infrastructure. The ability of SCE to continue operations during a public health emergency is of significant concern to both the SCE and the DPH.

This MOU recognizes that SCE has the capability and the interest in protecting the health of its employees during a major public health emergency by dispensing prophylaxis medications or vaccines supplied by, and in accordance with procedures promulgated by, the DPH.

This MOU defines the policies and procedures that would be followed in the event that a major, countywide public health emergency is declared and the DPH determines that it is in the public interest to provide prophylaxis medications or vaccines to SCE for the purpose of dispensing to their employees, and the employees' immediate family members the (“SCE members”), using SCE professional and personnel resources.

It is understood that the respective entities will extend their best efforts to implement the purposes of this MOU, consistent with their respective missions and resource availability.

3. Definitions

As used in this MOU, the following terms are defined:

- **Public Health Emergency:** Any situation where, in the judgment of the County of Los Angeles Public Health Officer (“PHO”) an emergency condition exists from the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent, which threatens the health of the general public, and which requires extraordinary actions to protect the public's health.
- **Point of Dispensing (“POD”):** One or more temporary facilities activated to administer prophylaxis medications or vaccinations to protect the population from the spread of disease.

4. Assumptions

- It is anticipated that any public health emergency which results in the PHO determination to seek implementation of the procedures encompassed in this MOU would be preceded by the declaration of a local, State, and/or federal disaster or health emergency by either the PHO or appropriate governmental entity.
- The PHO has sole discretion, based upon his/her judgment in order to contain the spread of contagious, infectious, or communicable disease, to supply SCE with the required medications, and to request that SCE open a POD to dispense prophylaxis medications or vaccines.
- SCE, may, at its sole discretion, elect either to respond positively or to decline a request from the PHO to open a POD and dispense medications and/or to vaccinate its employees the “SCE members”.

5. Creation of Obligations

This MOU is not intended to create additional obligations on the part of SCE or DPH, except as explicitly detailed herein.

6. MOU Activation

In the event that the PHO determines that it is in the public interest to provide prophylaxis medications to SCE for SCE to dispense to its employees the (“SCE members”), the PHO or designated representative will contact the SCE Responsible Party identified below in Paragraph 14. The communication from the PHO to SCE will request that SCE stand up a POD for the purpose of providing prophylaxis medications and/or vaccination to SCE members and their immediate families to the extent applicable.

The communication will also specify the number of prophylaxis medication doses available. This PHO determination will depend upon the nature of the communicable or

infectious disease present among the population, the overall product (prophylaxis medications and vaccines) availability, and the anticipated effect the spread of the disease may have on the continuation of critical infrastructure services.

It is understood that distributions of vaccine for pandemic influenza or other infectious diseases, shall be in accordance with the County of Los Angeles Department of Public Health "Pandemic Flu Preparedness and Response Plan"; other applicable DPH plans, procedures and protocols, and applicable State and federal orders and regulations.

If the designated SCE representative agrees to the request, staff of the two entities will coordinate as follows:

- The location and time of the opening of the POD;
- Duration of POD operations;
- Location and time for pick up of medications; and
- The name and contact information for person(s) responsible for overall operation of the POD (i.e., name, title, phone number, e-mail address).

7. SCE Responsibilities

In the event that SCE agrees to activate a POD for the purpose of providing medication(s) to staff, SCE agrees to perform the following activities:

- Provide transportation to pick up medications from the designated storage location and to return any unused medication.
- Determine the number and category (ies) of persons to be provided medications.
- Provide security for medications during the entire time that medications are in the possession of SCE, including during transportation, storage, and dispensing.
- Provide security for the dispensing site and staff.
- Provide all medical and non-medical personnel required to properly operate the POD site and dispense the medications or administer the vaccinations.
- Dispense medications or administer the vaccinations under the supervision of licensed medical personnel.
- Dispense medications or administer the vaccinations in accordance with procedures provided to SCE in writing by DPH.

8. DPH Responsibilities

In the event that SCE activates a POD at the request of the PHO, DPH agrees that its responsibilities include:

- Provision of medications and instructions for their use.
- Provision of procedures and protocols to be followed by SCE staff when dispensing medications.

9. Reimbursements for Costs Incurred

It is the responsibility of the respective entities to maintain all records necessary to request federal reimbursement of costs, in the event that a federal disaster or health emergency is declared. The DPH will extend good faith efforts to assist the SCE in recovering eligible costs from the Federal Emergency Management Agency (FEMA), federal, State or local government funds, or other recovery.

10. POD Activation Plans

SCE agrees to develop appropriate plans for POD activation and maintenance of sustained operation, including security, transportation, and dispensing activities, and to submit such plans to DPH for review and comment. DPH agrees to provide technical assistance to SCE including, but not limited to: (a) access to technical expertise; (b) sample POD plans; and (c) recommended dispensing procedures.

11. Training and Exercises

To ensure that POD plans can be effectively carried out, DPH may request that SCE staff participate in training or exercises to test the ability of the SCE and DPH to jointly implement plans, which are performed in accordance with the California Emergency Services Act. Such training and exercises shall be scheduled in coordination with SCE staff. SCE agrees to make staff available for such mutually-agreed upon training and/or exercise events, to the extent that time and resources permit.

DPH agrees to assist SCE to train and exercise SCE staff in POD operations.

12. Assistance in Locating Special Needs Populations

SCE will use good faith efforts to work with DPH to develop procedures and protocols for identifying the number of SCE customers who may require special assistance during a major public health emergency. It is understood that such procedures and protocols must be consistent with all local, State, and federal laws and protect the privacy of SCE customers.

13. Term of the Agreement

Upon execution by the parties, this MOU shall remain in force until rescinded. Either entity may rescind the MOU by providing written notice to the other entity no later than thirty (30) days prior to the rescission date.

14. Designation of Responsible Parties

The following persons, identified by position title, have been designated as the responsible parties for all communications related to this MOU, including, but not limited to, its future activation:

If to DPH:

Alonzo L. Plough, Ph.D., M.P.H.
Director of Emergency Preparedness & Response Program
600 South Commonwealth Avenue, Suite 700
Los Angeles, California 90005
(213) 637-3600
aplough@ph.lacounty.gov

Michael Contreras
Director of Emergency Operations
241 North Figueroa Street
Los Angeles, California 90012
(213) 250-8681
(562) 254-5829 (cell)
mcontreras@ph.lacounty.gov

If to SCE:

Dr. Susan Heller
Corporate Medical Director
8631 Rush Street
Rosemead, CA 91770
(626) 302-5397
(714) 267-5849 (cell)
Susan.heller@sce.com

Michael Amado
Business Continuity Management
8631 Rush Street
Rosemead, CA 91770
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(626) 437-3694 (cell)
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Either entity may change its Designated Responsible Party by written notice to the other entity.

15. Emergency Declaration

Pursuant to State law and County ordinance, the County's PHO is required to enforce and observe the orders of the California Department of Public Health and orders of the Board of Supervisors. In declared emergency situations both the DPH and SCE may be required to observe and carryout orders promulgated by the Governor of the State of California to mitigate the effects of the public health emergency. Accordingly, specific orders made by authorized federal, State or local government officials, which conflict with policies and procedures contained within this MOU, will take precedence over the terms and communications made under this MOU and shall control the actions of the PHO in responding to the emergency.

16. Indemnification and Insurance

SCE shall hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent arising from or connected with SCE's negligent acts and/or omissions in performing this MOU.

County shall hold harmless SCE and its employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent arising from or connected with County's negligent acts and/or omissions in performing this MOU.

17. Signatures

The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign.

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH**

SOUTHERN CALIFORNIA EDISON COMPANY



**Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer**

for

**Diane Featherstone
Senior Vice President Human Resources
Edison International/Southern
California Edison**

4-25-09

Date

Date

SR#00836